This Indenture made this 19 the day of January in the year of our
Lord One thousand seven hundred and sixty five Between John Burgess
of Ann Arundel County Planter of the one Part and West Burgess and
Caleb Burgess sons of the said John Burgess of the other Part Witnesseth
that the said John Burgess for and in Consideration of the sum of
Ten Shillings Current Money to him in hand Paid by the said West
Burgess and Caleb Burgess at and before the Sealing and Delivery
of these Presents the Receipt Whereof is hereby Acknowledged
and therof and therefrom doth by these Presents for ever acquit
Exonerate & Discharge them the said West Burgess and Caleb
Burgess their and each and every of their Heirs Executors and
Administrators he the said John Burgess hath Granted Bargained
sold and Confirmed and by these Presents doth Grant Bargain
Sell and Confirm unto them the said West Burgess & Caleb Burgess
and to their Heirs and Assigns for ever all that Piece or Parcel of
Land being Part of a Tract of Land called Covells Cove and the
whole of a Tract of Land called Rockey Point situate lying and
being on the North side of South River in the County aforesaid
Beginning at a Marked Poplar Tree Standing by the side of
a Cove called Poplar Neck Cove Issuing out of a Creek called
Broad Creek and running from the said Poplar Tree South
Fifty degrees East fourteen Perches then South sixty seven
degrees and half a Degree East twenty Perches then North
Fifty Degrees East Eleven Perches then North sixteen Degrees
and half a Degree West Ten Perches then North thirty Degrees
West six Perches then North forty five Degrees & half a
Degree East twenty six Perches then North forty Degrees
West twenty six Perches then North Fifty two Degrees West
Twenty Perches then North six Degrees West twenty two
Perches then North fifty seven Degrees and half a Degree
East thirty two Perches then North fourteen Degrees West
Thirty Perches then North twenty one Degrees West thirty
Perches then seventy six Degrees West twenty Perches then
North forty Degrees West thirty four Perches then North
fifty nine Degrees West twenty Perches then North seventy two
Degrees West sixteen Perches then North sixty Degrees West
thirty eight Perches then West one hundred and thirty Perches
then South thirty five Degrees West twenty Perches then South
eighty four Degrees West twenty Perches then South twenty
Degrees West thirty six Perches then South fifty Degrees East forty
West sixteen Perches then South ten Degrees East forty
Perches then South sixty three Perches and half a Perch then
with a Straight line to the first marked Poplar Containing
and Laid out for three hundred Acres of land more or less
Together with all and Singular the Premises & Appurtenances
thereunto belonging and the Reversion and Reversions Remainder
and Remainders Rents Issues and Profits thereof and every
Part and Parcel thereof To have and to hold one undivided
Moiety or half Part of the aforesaid lands and Premises
with the Appurtenances unto the said West Burgess his Heirs &
Assigns forever to the only Proper use and Behoof of the said
West Burgess his Heirs and Assigns and to no other

use Intent or Purpose Whatsoever To have and to hold one other
Undivided Moiety or half Part of the said lands Premises and
Appurtenances unto the said Caleb Burgess his Heirs and Assigns
forever to the only Proper use and Behoof of the said Caleb Burgess
his Heirs and Assigns and to no other use intent or Purpose
Whatsoever And the said John Burgess doth by these Presents
Covenant and Agree to and with them the said West Burgess and
Caleb Burgess their and each of their Heirs and Assigns that he
the said John Burgess and his Heirs shall and will well and
Sufficiently Warrant and Defend the aforesaid lands and
Appurtenances unto them the said West Burgess and Caleb
Burgess their and each of their Heirs and Assigns against all
Claims and Demands by from or under him the said John Burgess
or his Heirs In Witness whereof the Parties to these Presents
have hereunto Interchangeably set their hands and seals the
Day and Year first within Written John Burgess (Seal)

Signed Sealed & Delivered
in the Presence of }
Jno. Game
Thos. Gassaway

January 19th 1765 Received of the within Named West Burgess &
Caleb Burgess the sum of Ten Shillings Current Money in full for
the Consideration Money within Mentioned
John Burgess

Witness Jno. Game
Thos. Gassaway

January 19th 1765 Came the within Named John Burgess before us
the Subscribers two of the Justices of the Peace for Ann Arundel
County and did Acknowledge the within Deed to be his Act & Deed
and the lands & Premises within Mentioned to be right & Estate of the
within Named West Burgess and Caleb Burgess and their Heirs
and Assigns forever According to the true Intent and Meaning of the
within Deed and the Act of Assembly in such Case made and
Provided Also Came before us Matilda Burgess Wife of the said John
Burgess and was Privately Examined who Declared she freely and
willingly gave up all her right of Dower to the within Granted lands
and Premises without any Threats or ill Usage of the said Husband
or without fear of his Displeasure Acknowledged before us the Day
and Year above Written
Jno. Game
Thos. Gassaway

Received of Mrs. West Burgess and Caleb Burgess seven
Shillings Sterling for the Use of the Lord Baltimore being
the Alienation Fine on the within Lands by Virtue of a
Commission from Edward Lloyd Esq. the said Lord Ships
Agent and Receiver General Benj. Beall

Recorded 12th March 1765

9.19